

MANAGEMENT AGREEMENT

BETWEEN

BOSTON REDEVELOPMENT AUTHORITY

AND

THE JOHN PAUL JONES LIMITED PARTNERSHIP

BUILDING 120

CHARLESTOWN NAVY YARD

CHARLESTOWN, MASSACHUSETTS

This MANAGEMENT AGREEMENT (this "Agreement") is made this day of May, 1985, by and between the Boston Redevelopment Authority, a public body politic and corporate organized under the laws of the Commonwealth of Massachusetts (the "BRA"), The John Paul Jones Limited Partnership, a Massachusetts limited partnership, (the "Developer").

WITNESSETH

Reference is made to the following facts:

- A. Pursuant to a resolution adopted on July 12, 1984, the BRA tentatively designated the Developer as redeveloper of property known as Building 120 in the Charlestown Navy Yard (the "Site") in the Charlestown Urban Renewal Area, Project No. Mass R-55, in the City of Boston. Pursuant to the terms hereof and the terms of the Lease (as hereinafter defined) there will be a designed, developed and maintained building and other improvements (the "Improvements") upon the Site.
- B. The tentative designation by the BRA is subject to the Developer's execution of a management agreement embodying requirements and pre-conditions for final designation, which final designation shall be simultaneous with the effective date (the "Lease Commencement Date") of a long-term ground lease of the Site (the "Lease") from the BRA to the Developer. This Agreement is the management agreement to which the tentative designation refers.

NOW, THEREFORE, in consideration of these presents and for other good and valuable consideration, it is hereby agreed as follows:

1. All actions of the Developer and the BRA hereunder shall be subject to and in conformity with the following materials (the "Transaction Documents") which are incorporated herein and made a part hereof and as to which this Agreement shall be supplementary except where a specific conflict exists, in which case this Agreement shall prevail. The Developer shall at all times proceed in accordance with the Transaction Documents and this Agreement. The Transaction Documents supersede all other documents or correspondence with respect to this redevelopment prior to the date hereof and consists of: a Resolution of the BRA adopted July 12, 1984, entitled "TENTATIVE DESIGNATION OF REDEVELOPER BUILDING NO. 120, CHARLESTOWN NAVY YARD IN THE CHARLESTOWN URBAN RENEWAL AREA PROJECT NO. MASS. R-55" and the document entitled "Building 120 Charlestown Navy Yard Management Agreement Summary" both of which are attached hereto as Exhibit A.

2. The Developer agrees no later than the later of (i) one hundred and eighty (180) days from the execution hereof or (ii) sixty (60) days following the date the BRA has approved or has been deemed to have approved of the Contract Documents, in either case subject to the extension by mutual agreement of the Developer and the BRA, or by automatic extension pursuant to the design review time table set forth in Paragraph 7 or the provisions of Paragraph 6 of the Agreement, to perform all its obligations under this Agreement and to satisfy all conditions precedent to execution of the Lease established in this Agreement. The BRA, upon determining that the Developer has so performed and satisfied such conditions precedent, shall make a final designation of the Developer as redeveloper of the Site in accordance with

its usual procedures. Simultaneously therewith, if the Developer shall not then be in default of any of its obligations hereunder, the Developer and the BRA shall execute the Lease and the date of execution shall be the "Lease Commencement Date." Whether or not such final designation has been made or the Lease then executed, the Developer shall commence the option and rent payments in accordance with the Management Agreement Summary set forth in Exhibit A.

3. Forthwith after the execution of this Agreement, the parties shall enter into negotiation intended to result in the document which is to become the Lease. The terms and provisions of the Lease shall be as similar as possible in the circumstances to those contained in that certain ground lease executed by the BRA effective on September 29, 1983 with Marketplace Center Associates for a parcel of land known as Parcel D-10 at the corner of Commercial Street and State Street, Boston, except that appropriate modifications shall be made to reflect business or other terms unique to this transaction. The terms thereof shall be consistent with the terms and provisions of the Transaction Documents and this Agreement.

Notwithstanding any inconsistent provisions of the Transaction Documents:

(a) Any Lease for Site shall provide for the payment of annual base rent in the amount of Seventy Cents (\$.70) per gross square foot. The percentage and additional rents as set forth in the Transaction Documents shall be incorporated in the Lease and the total amount of gross square footage shall be agreed upon by the parties upon review of measurements submitted by the Developer's Architect. The Lease may also provide for the payment of additional annual rent to be agreed upon by the parties for any adjacent land included as part of the Site, as the Site is defined in the Lease.

(b) In addition to the spaces in the permanent parking facility to be located in the former Building 199 within the Charlestown Navy Yard to be allocated to the tenants of the Site upon completion of said facility, temporary parking will be made available to the Developer by the BRA to meet the needs of such tenants, during construction and prior to completion of the permanent parking facility, as determined by the BRA in its sole discretion.

(c) The tentative designation contemplated a limited partnership, the general partners of which were to be Geoffrey Upward and Thomas Maloney. The Developer is the limited partnership contemplated by such tentative designation with one change, Morgan Associates Ltd., a Massachusetts corporation, has replaced Thomas Maloney as a general partner.

4. It is the intention of the parties that prior to the Lease Commencement Date, and as a condition precedent to final designation by the BRA as referred to in Paragraph 2 hereof, the Developer shall prepare for the redevelopment of the Site in accordance with the procedures and the schedules set forth or contemplated in this Agreement, and in general conformity with the Transaction Documents.

5. The sole obligations of the BRA hereunder shall be timely to perform its duties with respect to approvals required hereunder, with

respect to final designation and with respect to negotiation and execution of the Lease and the demise of title thereunder as required by Paragraph 6 and to cooperate fully with the Developer in efforts to obtain other approvals from the City of Boston and other governmental authorities. The BRA does not guaranty the issuance of any such other approvals. Consistent therewith, except as otherwise provided in Paragraph 6, the Site is to be delivered on the Lease Commencement Date in its then condition "as is", it being agreed that, during the period of this Agreement, the Developer will have opportunity to examine the same in all respects (including subsurface conditions and utilities). The BRA has made no representations or warranties of any kind with respect to such condition and the BRA shall have no obligation to do any work on or with respect to the Site, or the condition thereof, except for those representations and warranties contained in Paragraph 6.

6. On the Lease Commencement Date, as hereinafter defined, the BRA shall possess, shall demise to the Developer pursuant to the Lease, and thereafter maintain good and clear record and marketable title to the Site, free from all liens and encumbrances and free of all tenants and occupants, subject only to the following permitted exceptions:

- a. Terms and provisions of the Charlestown Urban Renewal Plan, as amended, recorded with Suffolk Registry of Deeds at Book E136, Page 704.
- b. Terms and provisions of the Deed from the General Services Administration of the United States of America to the Boston Redevelopment recorded with Suffolk Registry of Deeds at Book 982, Page 149.
- c. Terms and provisions of the so-called Historic Monument Transfer Agreement, dated July 25, 1977, to the extent such agreement is incorporated as part of the Deed referred to in (b) above.

Without limiting the generality of the foregoing, the Developer shall have no obligation to pay relocation assistance to any licensee, tenant or occupant of the Site whose rights are terminated by the BRA in order to deliver title to the Site in compliance with this Paragraph 6.

The Developer shall cause an examination of title to the Site to be made and shall give notice to the BRA no later than forty-five (45) days after the date hereof specifying the (i) the date and time through which such examination was made and (ii) any failure of the record title to the Site to comply with the requirements of this Paragraph 6. The Developer hereby waives its right to object to title defects of record as of the date and time of such examination and not so specified in Developer's notice. If Developer shall fail to give notice of such title examination to the BRA, the Developer shall waive its right to object to any such title defects of record on the date which is forty-five (45) days after the execution hereof. The BRA hereby covenants with the Developer that the BRA shall take no action nor permit a failure to act which would result in or cause the creation of a lien or encumbrance upon the Site or otherwise cause title to or condition of the Site to fail to comply with the requirements of this

Paragraph 6. The BRA warrants that it has taken no action, nor omitted to take action, which has resulted in the creation of or contribution to a condition which may give rise to a lien created pursuant to the provisions of Massachusetts General Laws Chapter 21E ("Chapter 21E").

The BRA further warrants and represents that it shall indemnify and hold the Developer harmless from all losses or damages pursuant to Chapter 21E which result from the presence of hazardous materials on any part of the Charlestown Urban Renewal Area under the ownership or control of the BRA.

If for any reason the status of title to the Site does not conform to the provisions of this Paragraph 6 on the date of final designation of the Developer as redeveloper of the Site (the "Final Designation Date"), the Developer shall have the right to suspend further production of Design Materials and all dates for performance related thereto until such time as the BRA has caused the status of title to the Site to conform to the requirements of this Paragraph 6. In the event of such failure to conform, at the election of the Developer, the BRA shall remove any defect in title to or condition of the Site created or voluntarily incurred by the BRA and shall use its best efforts to remove any such defect in title to or condition of the Site suffered or involuntarily incurred by the BRA, to provide possession and title as provided in this Paragraph 6; provided, however, that the BRA shall not be obligated to expend more than Fifty Thousand Dollars (\$50,000.00) to remove defects suffered or involuntarily incurred in title to or condition of the Site. If at the time the BRA is required to expend sums hereunder for the purpose of curing defects in the status of title to the Site and the Developer has not made payments pursuant to Paragraph 2 hereof in an amount at least equal to the amount necessary to effect such cure, the BRA may request that the Developer loan to the BRA the amount so required. If such loan shall be made by the Developer, it shall be repaid by application thereto of all rent payments to be made hereunder or under the Lease until paid in full. In the event that the BRA is unable to remove defects suffered or involuntarily incurred in the title to or condition of the Site, the Developer may elect to accept such title as the BRA can demise to the Site, and the base rent may be reduced by mutual agreement of the BRA and the Developer to reflect the title defect..

7. a. The Design Review Procedure attached to this Agreement as Exhibit B sets forth the formal stages of submissions and approvals of the Schematic Design, the Design Development, and the Contract Documents (collectively, the "Design Materials") for the Improvements to be constructed and installed by the Developer in the redevelopment of the Site. In the event that any provision of the Design Review Procedure shall be inconsistent with any other provision of this Agreement, then this Agreement shall prevail over such inconsistent provision; otherwise, the Design Review Procedure shall be treated as supplemental to this Agreement. Notwithstanding the foregoing, the parties may execute a separate Design Review Agreement which may modify the Design Review Procedure as agreed to herein. The terms of any such Design Review Agreement shall upon execution supercede and replace the requirements and time table set forth in this Paragraph 7.

b. The BRA hereby acknowledges its receipt and approval of the Schematic Design for the Improvements, dated _____, which Schematic Design fulfills all requirements established therefor by the Design Review Procedure.

c. Within sixty (60) days after the date hereof the Developer shall submit to the BRA the Design Development for the Improvements (as described in the Design Review Procedure). The BRA shall review the Design Development for conformity with the approved Schematic Design and this Agreement and shall, within ten (10) business days after receipt thereof, either approve the Design Development or notify the Developer in writing of disapproval, specifying the respects in which the Design Development is disapproved.

In the event of a disapproval, the Developer shall, within thirty (30) days after the Developer receives the written notice of such disapproval, resubmit the Design Development altered in those respects specified by the BRA as the grounds for disapproval. The resubmission shall be subject to the review and approval of the BRA in accordance with the procedure hereinabove provided for an original submission, until the Design Development shall be approved by the BRA.

If the Developer receives no notification from the BRA of such disapproval within ten (10) business days after submission of the Design Development or any correction thereof, as the case may be, such Design Development or corrected Design Development shall be deemed approved.

d. Within one hundred and twenty (120) days after the BRA has approved, or has been deemed to have approved, the Design Development, the Developer shall submit to the BRA the Contract Documents for the Improvements (as described in the Design Review Procedure). The BRA shall review the Contract Documents for conformity with the approved Design Development and shall, within ten (10) business days of receipt thereof, either approve the Contract Documents or notify the Developer in writing of disapproval, specifying the respects in which the Contract Documents are disapproved.

In the event of a disapproval, the Developer shall, within thirty (30) days after the Developer receives the written notice of such disapproval, resubmit the Contract Documents altered in those respects specified by the BRA as the grounds for disapproval. The resubmission shall be subject to the review and approval of the BRA in accordance with the Design Review Procedure and the timetable hereinabove provided for an original submission, until the Contract Documents shall be approved by the BRA.

If the Developer receives no notification from the BRA of such disapproval within ten (10) business days after submission of the Contract Documents or any correction thereof, as the case may be, such Contract Documents or corrected Contract Documents shall be deemed approved.

e. The BRA hereby acknowledges that it is the intention of the Developer to undertake the Improvements in a manner which will qualify as the rehabilitation of a "certified historic structure" as defined in Section 48(g) of the Internal Revenue Code of 1954, as amended, which will require that the Secretary of the Interior of the United States approve the Schematic

Design, Design Development and Contract Documents the construction of the Improvements. The Developer shall submit any changes in Schematic Design, Design Development or Contract Documents required by said Secretary of the Interior to the BRA for review in accordance with the time table hereinabove provided for an original submission until the same shall be approved by the BRA.

f. With respect to approvals of the BRA under Paragraphs 7a through 7e above, once approval has been given of a submission stage, further review will be limited to consideration of a development or refinement of the previously approved submission or to new elements which were not present in previous submissions.

g. The BRA acknowledges that the construction of the Improvements as shown in the Schematic Design requires the issuance to the Developer of federal, state and municipal permits and approvals, some of which may depend upon examination of various elements of the Project, including without limitation, environmental impacts not fully assessed on the date hereof. If the Developer is unable to obtain all such necessary permits and approvals for construction of such Improvements, the Developer shall redesign the Improvements to conform to any limitations or conditions imposed by such environmental review or in any such permit or approval, and the BRA shall recognize any such limitation or condition in its response to submissions of Design Materials by the Developer hereunder. In the event any such resubmission is required, the times for performance of the Developer's obligations pursuant to this Agreement shall be extended for the periods of time required for the preparation of such resubmission.

8. As part of its submission of Contract Documents, or prior to submission of completed Contract Documents but after approval or deemed approval of Design Development, the Developer may submit plans and specifications prepared by its Architect for purpose of commencing work with respect to certain elements of the Improvements which may include site work, interior demolition, foundation work and other similar items which the Developer proposes to commence on a "fast-track" basis. The BRA will promptly review said plans and specifications for "fast-track" construction and may approve commencement of work on specific "fast-track" construction elements which are demonstrated to the satisfaction of the BRA to be consistent with those portions of the Design Materials previously approved and with elements of the Contract Documents, if any have then been submitted by the Developer, which are acceptable to the BRA. As a condition to proceeding with construction of any "fast-track" element, a copy of the construction contract for construction of such "fast-track" elements and a writing complying with the requirements of Paragraphs 12(a), (b) and (c) hereof, which provides for construction on a "fast-track" basis, shall be submitted by the Developer in advance to the BRA for its approval and the Developer shall meet the other requirements of Paragraph 11 below as applicable. In connection with the approval of "fast-track" construction elements, and notwithstanding any inconsistent provisions of the Transaction Documents, the BRA may make a final designation of the Developer, the Lease may be signed and the date of such execution shall be the Lease Commencement Date; provided, however, that the approval of "fast-track" construction elements shall not waive the BRA's subsequent rights with respect to review and

approval of all Design Materials. Any construction prior to BRA approval of the Contract Documents shall be at the sole risk of the Developer with respect to costs of corrective or additional work (which may include demolition) to conform the work to the Design Materials approved by the BRA.

9. It is the general policy of the BRA that all buildings constructed or rehabilitated in urban renewal project areas shall be designed to accommodate persons who are physically handicapped. In furtherance of this policy, and without limiting the Developer's obligation to comply with all legal requirements applicable thereto, the Design Materials (including the Contract Documents) shall include provisions conforming, insofar as practicable, with the rules and regulations promulgated by the Architectural Barriers Board of the Commonwealth of Massachusetts, which rules and regulations, as amended from time to time, are hereby incorporated herein by reference. The BRA shall take into consideration the provisions and objectives of such rules and regulations in its review of and action upon the Design Materials (including Contract Documents).

10. Not later than the later of (i) one hundred and eighty (180) days from the execution hereof or (ii) sixty (60) days following the date the BRA has approved or has been deemed to have approved the Contract Documents, in either case subject to extension by mutual agreement of the parties or by automatic extension pursuant to Paragraphs 6 or 7, the Developer shall submit to the BRA a copy (certified by the Developer to be true and correct) of one or more commitments, issued by a lender or lenders which is an Institution as herein defined, whereby such lender(s) agrees to furnish construction financing or to purchase industrial revenue bonds issued to furnish such financing for the Improvements contained in the Design Materials (subject to such lender's approval of the Contract Documents), together with evidence, satisfactory to the BRA, of the availability of equity capital, which, when combined with the financing to be provided by such lender(s) is adequate to complete the Improvements and provide for all aspects of construction for the redevelopment of the Site (including any off-site improvements required by the Transaction Documents) in accordance with the Transaction Documents and this Agreement. Such commitments shall be accompanied by such further materials as the BRA may reasonably request evidencing satisfaction of, or the Developer's ability to satisfy, the conditions to lending therein set forth. "Institution" shall mean any one of the following:

a. a bank, insurance company, savings and loan association, trust company or a corporation, trust or association qualifying as a real estate investment trust under the provisions of Section 856 of the Internal Revenue Code (or like future provisions of such Code), chartered under the laws of the United States of America or any State thereof, and with a principal place of business in one of such States and a combined capital and surplus account (or, in the case of a mutual company, the equivalent thereof) or not less than One Hundred Million Dollars (\$100,000,000.00).

b. an educational institution with a capital endowment of not less than One Hundred Million Dollars (\$100,000,000.00); or

c. a pension fund established by and for any business corporation or corporations, or by and for any group of employees of a governmental body

or of a religious or educational institution, or by and for any trade union and, in each case, having a net worth, determined in accordance with recognized accounting practices, of not less than One Hundred Million Dollars (\$100,000,000.00).

11. Whether or not the Lease Commencement Date shall already have occurred, before beginning any demolition or the construction of the Improvements on the Site, the Developer shall first have submitted to the BRA the following:

a. A copy (certified by the Developer to be true and correct) of the contract between the Developer and one or more general contractors or construction managers (hereinafter called the "Contractor") engaged by the Developer for the rehabilitation of the Improvements shown and described in the Contract Documents, together with a writing executed by the Contractor in which the Contractor undertakes to carry out all of the provisions hereof relating to the work to be performed by the Contractor and those engaged by it, including, but not limited to, the requirements of Paragraphs 15 and 16 below of this Agreement. Such contract and writing (or, in the case of "fast-track" construction of the Improvements, any construction contract related thereto, if it exists) shall be subject to the approval of the BRA which shall not be unreasonably withheld;

b. A copy of a building permit issued by the Boston Inspectional Services Department fully covering the Improvements, together with evidence satisfactory to the BRA that all fees in connection therewith have been paid. The Developer shall not conduct work pursuant to a building permit for the demolition or the construction of the Improvements without the prior certification of the BRA that the work to be done or completed as set forth in the permit application is in accordance with the Contract Documents approved by the BRA; provided, however, that plans and specifications for structural, electrical, mechanical or plumbing systems need not have been submitted to and approved by the BRA except to the extent that such systems impact the exterior elements of the Improvements; and

c. A copy of a performance and payment bond if required by the institution or other assurance of completion of the Improvements, as required by the Contract Documents.

12. The Developer shall at all times keep the BRA fully and currently advised of the status of all aspects of the Developer's progress in meeting the terms and provisions of the Transaction Documents and this Agreement with respect to the redevelopment of the Site, including, without limiting the generality of the foregoing, development of the Design Materials, securing financing, and arrangements for construction. All contracts entered into by the Developer under this Agreement respecting the redevelopment of the Site shall obligate the parties thereto to act in a manner consistent with the obligations of the Developer under the Transaction Documents and this Agreement and the Lease or Leases. During the implementation of any such contracts, the BRA shall have the right to review all aspects of the work performed thereunder in order to insure that such work is being undertaken in a manner consistent with the Contract Documents and

this Agreement. Such inspections and reviews shall be undertaken at reasonable times, following notice to the Developer.

13. Attached hereto as Exhibit C to this Agreement is a License dated of even date herewith granted by the BRA to the Developer (the "License"). The Developer hereby agrees to perform and observe all the terms and conditions of the License. The Developer shall make available to the BRA the results of all tests, surveys and examinations resulting from its entry upon the Site.

In the event this Agreement shall be terminated for any reason other than the failure of the BRA to perform its obligations hereunder, then, at the election of the Institution, the Developer will turn over and cause others to turn over to the BRA all reports, test data, plans and other material developed in connection with its efforts hereunder relative to redevelopment of the Site or any part thereof. The Developer agrees to use best efforts to secure the agreement of its providers of services so that the BRA (or others to whom the BRA may at any time transfer all or any part of such material) shall thereafter be free, without obtaining the consent of the Developer or the provider of any such services and without liability or cost, to use material turned over to it or required to be turned over to it; provided, however, that prior to any such transfer, the BRA shall release and indemnify the Developer and all such providers of services from and against any and all liabilities, claims, damages or demands, of every name and nature arising out of the use of such materials by the BRA or any such others.

14. The Developer agrees that all studies undertaken by it and all work done by it for or with respect to the redevelopment of all or any part of the Site prior to the Lease Commencement Date shall be at its sole cost and expense and without liability to the BRA, that the same shall be undertaken in compliance with all applicable laws and regulations and that the Site shall be restored to its prior condition, to the extent reasonably possible, after any physical disruption to the surface or subsurface thereof in the in the course of any pre-construction testing or exploration if the Lease or Leases is not executed.

15. The Developer for itself and all successors and assigns, agrees that in the redevelopment of the Site and in all construction activity undertaken therein:

a. The Developer will not discriminate against any employee or applicant for employment because of race, color, sex, religion, age or national origin. The Developer will take affirmative action to ensure that qualified applicants are employed, and that employees are treated during their employment, without regard to their race, color, religion, sex, age or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or compensation, and selection for training, including apprenticeship. The Developer agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

b. The Developer will, in all solicitations or advertisements for employees placed by or on behalf of the Developer, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age or national origin;

c. The Developer will send to each labor union or representative of workers with which the Developer has a collective bargaining agreement or other contract or understanding, a notice, to be provided, advising the said labor union or workers' representative of the Developer's commitments under Section 202 of Executive Order #11246 of September 24, 1965, as amended* and shall post copies of the notice in conspicuous places available to employees and applicants for employment;

d. The Developer will comply with all provisions of Executive Order #11246 of September 24, 1965 as amended,* and of the rules, regulations, and relevant orders of the Secretary of Labor;

e. The Developer will furnish all information and reports required by Executive Order #11246 of September 24, 1965, as amended,* and by the rules, regulations, and orders of the Secretary of Labor, pursuant thereto, and will permit access to the Developer's books, records, and accounts by the BRA, the Secretary of Housing and Urban Development, and the Secretary of Labor, for purposes of investigation to ascertain compliance with such rules, regulations and orders;

f. In the event of the Developer's noncompliance with the nondiscrimination clauses of this Paragraph 15, or with any of said rules, regulations, or orders, upon written notice to the Developer, and the continuance of such noncompliance for sixty (60) days thereafter, this Agreement may be terminated or suspended in whole or in part by the BRA. In addition, the Developer may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order #11246, of September 24, 1965, as amended* or by rules, regulations or orders of the Secretary of Labor, or as otherwise provided by law; and

g. The Developer will include the provisions of subparagraphs a through f of this Paragraph 15 in every contract or purchase order, and will require the inclusion of these provisions in every subcontract entered into by any of its contractors, unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order #11246 of September 24, 1965, as amended,* so that such provisions will be binding upon each such contractor, subcontractor, or vendor as the case may be. The Developer will take such reasonable action with respect to any construction contract, subcontract, or purchase order as the BRA directs as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event the Developer becomes involved in or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the BRA, the Developer may request the United States to enter into such litigation to protect the interest of the United States.

*Executive Order #11246 of September 24, 1965 as amended by Executive Order #11735 of October 13, 1967.

16. The Developer, for itself and its successors and assigns, further agrees, to the extent permitted or required by applicable Executive Orders of the Mayor of the City of Boston, ordinances and laws, as determined by the BRA, that in all construction activity undertaken with respect to the Site, it will pursue the efforts hereinafter described with a goal to employ workers in construction so that the worker hours, on a craft-by-craft basis, shall be performed as follows:

- a. at least 50% by bona fide City of Boston residents;
- b. at least 25% by minorities; and
- c. at least 10% by women.

Such efforts consist of the following:

i. The Developer shall incorporate in every general construction contract or construction management agreement an enumeration of the foregoing worker hour goals and shall impose a responsibility upon the Contractor to pursue the efforts enumerated in this Paragraph 16 and to incorporate such worker hour goals in all subcontracts and impose upon all subcontractors the obligation to pursue such efforts;

ii. Each of the BRA, the Developer, the Contractor, and each subcontractor shall designate an individual to serve as affirmative action officer for the purpose of carrying out the efforts to achieve worker hour goals set forth herein;

iii. Contemporaneously with the start of construction, the affirmative action officers and other interested representatives of the BRA, the Developer, the Contractor, and each subcontractor then selected shall hold a pre-job conference with appropriate union representatives of the construction trade unions for the purpose of reviewing the worker hour goals applicable to the Project and the manning requirements for construction activity over the life of the construction period;

iv. Each request for qualified construction workers made by any person involved in the construction of the Project to a union hiring hall or business agent shall contain a recitation of such worker hour goals and a request that qualified referees for construction positions on the Project be selected in the same proportion as such goals; provided, however, that if at the time of any such manning request the requesting party's workforce composition falls short of any one or more of such goals, such manning request shall seek qualified referees in such proportion among such categories as would be necessary to more fully achieve such goals. In the event that the union hiring hall or business agent to which or whom such a manning request has been submitted fails to comply with such requests, the affirmative action officer of such requesting party shall seek to verify that insufficient workers in the categories specified in such request are then shown on the unemployed list maintained by such union hiring hall or business agent by seeking to obtain an affidavit from the union hiring hall representative or business agent to such effect. Copies of any affidavit so obtained shall be forwarded to the affirmative action officer of the BRA;

v. All persons applying directly to the Contractor, or subcontractor for employment in construction on the project who are not employed by the party to whom application is made will be referred to the affirmative action officer of the BRA and a written record of such referral shall be made, a copy of which shall be sent to such officer; and

vi. The Developer, the Contractor, and each subcontractor shall maintain records reasonably necessary to ascertain compliance with the requirements of this Paragraph 16 for at least one year after the Completion Date and will make the same available for inspection by the BRA upon reasonable notice.

In addition to the foregoing, the Developer, and its successors and assigns, shall comply, as determined by the BRA, with the Executive Order of the Mayor of the City of Boston, dated June 28, 1978, relative to contracting with Minority Business Enterprises in all construction activity undertaken with respect to the Site.

17. The parties acknowledge and agree that any Institution approved by the BRA and involved in the development of the Site with the Developer as leasehold mortgagee, may require modifications to the form of the Lease for the purpose of implementing the mortgagee protection provisions thereof or otherwise facilitating the financeability of such Leases. The BRA agrees not to withhold unreasonably its agreement to enter into such requested modifications provided that, in the sole opinion of the BRA, the same shall in no way affect the term or rent (base, percentage or additional) or otherwise in any material respect adversely affect any of the rights or interests of the BRA under the Lease. Without limitation, before giving any such agreement, the BRA may require reasonable changes to any proposed modification.

18. The Developer hereby agrees to defend, indemnify and hold harmless the BRA, its members, officers and employees from and against all claims, costs, fees, expenses, liabilities and damages (including attorneys' fees and costs of investigation and litigation) whatsoever which may be incurred or for which liability may be asserted as the result of any activities undertaken by or for the Developer in its implementation of this Agreement or its activities with respect to the Site, but such indemnification shall not extend to liability asserted as a result of any activity undertaken by or for the BRA in implementing its obligations hereunder.

19. If the Developer shall neglect or fail to perform or observe any obligation herein contained to be performed or observed on the part of the Developer and the BRA shall serve upon the Developer notice of such neglect or failure and if the same shall not be cured within sixty (60) days of notice thereof, or, if the same shall not be capable of being cured within such sixty (60) day period; the Developer shall fail to commence such cure within sixty (60) day period and diligently prosecute the same to completion, or the Lease shall not, for whatever reason, other than failure of the BRA to act in good faith with respect to the negotiation and execution thereof, be executed within two (2) years from the date of execution hereof, the BRA may at any time thereafter upon further notice, terminate this Agreement and rescind the tentative designation of the Developer and terminate all other

rights, interests and claims of the Developer to and in the Site. Except with respect to those obligations which survive termination as provided in the following sentence, termination of this Agreement, together with retention of all payments theretofor made pursuant to the Transaction Documents and this Agreement shall be the sole remedy in lieu of all of the rights and remedies the BRA may have against the Developer on account of any failure or default on the part of the Developer hereunder. Notwithstanding such termination, the Developer shall remain liable for all obligations theretofore accrued by its hereunder and the obligations of the Developer under Paragraphs 13, 14 and 18 hereof shall survive the termination of the Agreement, but otherwise the Developer's obligations shall not survive termination.

20 a. Time is of the essence in the performance of this Agreement, and the parties hereto shall diligently, promptly and punctually perform the obligations required to be performed by each of them and shall diligently, promptly and punctually fulfill the conditions applicable to each of them.

b. The waiver of the BRA or the Developer of any breach of any term or condition herein contained shall not be deemed to be a waiver of such term or condition or any subsequent breach of the same or any other term or condition herein contained.

c. Recognizing that the parties may find it necessary to establish to third parties the then current status of performance hereunder, either party, on the written request of the other made from time to time, will promptly furnish a written statement on the status of any matter pertaining to this Agreement within a reasonable time.

d. If any term or provision of this Agreement, or the application thereof to any persons or circumstances, shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby. Each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

e. No member of the Congress of the United States of America shall be admitted to any share or part hereof, or to any benefit to arise from this Agreement. No member, official, or employee of the BRA shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his or her personal interest or the interests of any corporation, partnership, or association in which he or she, directly or indirectly holds an "interest" as that term is defined in M.G.L. Chapter 268A.

f. No member, official or employee of the BRA shall be personally liable to the Developer in the event of any default or breach by the BRA or for any amount which may become due to the Developer or on any obligations under the terms of this Agreement.

g. Except as otherwise specifically provided in this Agreement, whenever under this Agreement approvals, authorizations, determinations,

satisfactions or waivers are required or permitted, such approvals, authorizations, determinations, satisfactions or waivers and shall be effective and valid only when given in writing signed by a duly authorized officer of the BRA or the Developer. Any notice required or desired to be given pursuant to this Agreement shall be in writing with copies directed as indicated below and shall be personally served, or, in lieu of personal services, services may be made by depositing same in the United States mail, postage prepaid, certified or registered mail. If such notice shall be addressed to the BRA, the address of the BRA is:

Boston Redevelopment Authority
One City Hall Square
9th Floor
City Hall
Boston, Massachusetts 02110

and if addressed to the Developer, the address of the Developer is:

Mr. Geoffrey Upward
P.O. Box 8702
Boston, MA 02114

with copies to:

Michael Leon, Esq.
Warner and Stackpole
28 State Street
Boston, MA 02109

Either the BRA or the Developer may change its respective address by giving written notice to the other in accordance with the provisions of this Paragraph.

Any request for approvals made by the Developer to the BRA where such approvals shall be deemed granted after a period of non-reply by the BRA shall, as a condition to the effectiveness thereof, be prefaced with the following language printed in capital letters in bold face type in each instance setting forth the applicable length of such period of non-reply:

"NOTICE

THIS REQUEST FOR APPROVAL REQUIRES IMMEDIATE REPLY

FAILURE TO RESPOND WITHIN _____ DAYS

SHALL RESULT IN AUTOMATIC APPROVAL"

h. Nothing herein shall constitute the relation between the parties hereto to be other than an independent one, it being their intent that this Agreement shall not constitute a partnership or a joint venture.

WITNESS the execution hereof on this _____, under seal.

APPROVED AS TO FORM:

BOSTON REDEVELOPMENT AUTHORITY

Chief General Counsel

By: _____
Stephen Coyle, Director

THE JOHN PAUL JONES LIMITED
PARTNERSHIP

By: _____

Title: _____

MEMORANDUM

BOARD APPROVED

July 12, 1984

TO: Boston Redevelopment Authority

FROM: Robert J. Ryan, Director

SUBJECT: Charlestown Navy Yard
Tentative Developer: Designation
of Mr. Tom Moloney and Mr. Geoffrey Upward
Redevelopers of Building 120 in the
Charlestown Navy Yard

As a result of soliciting developer interest, the Authority has received a proposal for the redevelopment of Building 120 in the Charlestown Navy Yard into a restaurant whose design and construction will reflect the nautical heritage of the Navy Yard.

As a result of a thorough staff evaluation of the concepts, the financial figures, the design and the strength of the development team, it is recommended that Mr. Tom Moloney and Mr. Geoffrey Upward, acting as a Massachusetts Limited Partnership, be tentatively designated as developer of Building 120. The developer will be responsible for the restoration and renovation of the exterior of the buildings in accordance with the Authority's Rehabilitation guidelines. The developer will be required to renovate the interior of the buildings in accordance with plans submitted to and approved by the Authority.

The General Partners of this partnership bring a wealth of experience to this endeavor. Mr. Moloney is a well known Boston restaurateur who has rehabilitated, owned and managed a number of restaurants in Boston, Cambridge, New Hampshire, Florida and California. Mr. Upward is the President of Wolcott and Redstone, a full service advertising, marketing and public relations firm with headquarters in Birmingham, Michigan. Mr. Upward has a great deal of experience in graphic design, publishing and historic renovation. Through his years at the National Historic Trust in Washington, D. C., he brings an understanding of the history and renovation needs of the Navy Yard.

Serving as principal architect for the restoration and development of Building 120 will be the Vitetta Group, a nationally recognized architectural, engineering and planning partnership. Headquartered in Philadelphia, the Vitetta Group has served on a broad range of past projects, working with both the public and private sector. Vitetta has received a number of national awards for past works and the company prides itself on its commitment to excellence. Of special significance to Building 120 and the Navy Yard as a whole is Vitetta's emphasis and experience in dealing with historical restoration work. In all, Vitetta has richly deserved its reputation as a full service company, having provided a broad gamut of its professional talents to commercial, industrial, educational, correctional, health care, housing, recreational, religious, research, and transportation projects.

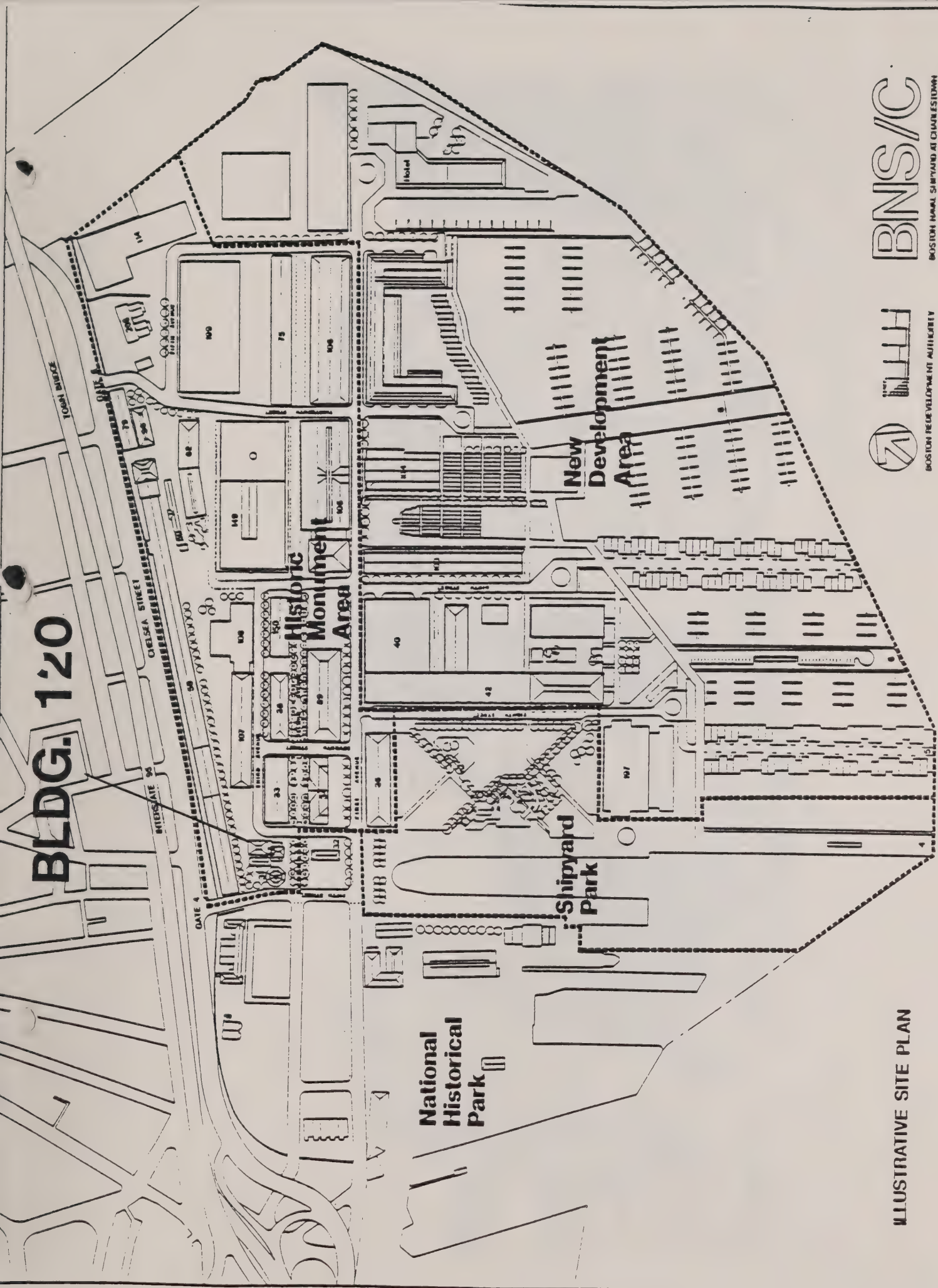
Locally, the Vitetta Group is based at 75 Commercial Street in Boston's North End. Working directly with the developer on Building 120 is Vitetta's David M. Berkowitz, the project architect. Mr. Berkowitz brings to the job over fourteen years of professional experience. A graduate of the Pratt Institute, Mr. Berkowitz has worked on numerous projects in the Greater Boston area, providing architectural services on the Charles A. Dana Cancer Research Center, the Kendall Square MBTA Station, Burberry's in Boston's Back Bay section, Briggs Field House at Harvard University, and Phillips Academy at Andover.

The financial terms submitted by the developers' representatives are extremely beneficial to the Authority. The developers are willing to accept rental stipulations made by the staff, set forth as a flat charge (at 70¢ per square foot) plus a percentage of net cash flow (15%), along with a fee for Common Navy Yard Area maintenance (5¢ per square foot). In addition, the development will make annual real estate tax payments to the City of Boston of \$38,000. Through the use of the CARD plan, the developers have stated their intention to pursue an Industrial Revenue Bond, which is both desirable and recommended. It is also the intent of the developers to raise equity through opportunities presented by the Investment Tax Credit provisions for restoration of historic properties. Again, this usage raises the possibility that the developers will be able to raise sufficient capital and equity for rehabilitation. Finally, the provision calling for limited retail space on the first floor will increase the building's usage, thus making the project more attractive as rental property. The developer has submitted a letter of interest in this project from the Central Cooperative Bank of Somerville, MA.

Because of the quality of the rehabilitation plan and the strength of the development team, this proposal presents a tremendous opportunity for the Authority to expand upon the recent rebirth of interest in the Navy Yard. It is recommended, therefore, that Mr. Tom Moloney and Mr. Geoffrey Upward, as partners in a Massachusetts Limited Partnership, be tentatively designated as redevelopers of Building 120 at the Charlestown Navy Yard.

An appropriate resolution is attached:

BLDG. 120



**National
Historical
Park**

**Shipyard
Park**

**Historic
Monument
Area**

**New
Development
Area**

ILLUSTRATIVE SITE PLAN



BOSTON REDEVELOPMENT AUTHORITY

BNS/C

BOSTON MARAL SHIPYARD AT QUINCY TOWN



RESOLUTION OF THE BOSTON REDEVELOPMENT AUTHORITY
RE: TENTATIVE DESIGNATION OF REDEVELOPER
BUILDING NO. 120, CHARLESTOWN NAVY YARD
IN THE CHARLESTOWN URBAN RENEWAL AREA
PROJECT NO. MASS. R-55

WHEREAS, the Boston Redevelopment Authority, (hereinafter referred to as the "Authority"), has entered into a contract for loan and capital grant with the Federal Government under Title I of the Housing Act of 1949, as amended, which contract provides for financial assistance in the hereinafter identified Project; and

WHEREAS, the Urban Renewal Plan for the Charlestown Urban Renewal Area, Project No. Mass. R-55, (hereinafter referred to as the "Project Area"), has been duly reviewed and approved in full compliance with local, State and Federal law; and

WHEREAS, the Authority is cognizant of the conditions that are imposed in the undertaking and carrying out of urban renewal projects with federal financial assistance under said Title I, including those prohibiting discrimination because of race, color, sex, religion or national origin; and

WHEREAS, Tom Maloney and Geoffrey Upward, acting as a Massachusetts Limited Partnership, has expressed an interest in and has submitted a satisfactory proposal for the development of Building No. 120 in the Charlestown Navy Yard Urban Renewal Area; and

WHEREAS, the Authority is cognizant of Chapter 30, Sections 61 and 62 of the Massachusetts General Laws, as amended, with respect to minimizing and preventing damage to the environment:

NOW, THEREFORE, BE IT RESOLVED BY THE BOSTON REDEVELOPMENT AUTHORITY:

1. That Tom Maloney and Geoffrey Upward, acting as a Massachusetts Limited Partnership be and hereby is tentatively designated as Redeveloper of Building No. 120 in the Charlestown Navy Yard Urban Renewal Area Subject to:

- (a) Publication of all public disclosure and issuance of all approvals required by the Massachusetts General Laws and Title I of the of the Housing Act of 1949, as amended;

- (b) Submission by the Redeveloper to the Authority within ten (10) days of a letter in which;
 - (i) The Redeveloper agrees to begin substantial exterior and interior construction on or before August 1, 1984 for clean out purposes and to make the building weather-tight;
 - (ii) That the Redeveloper and the Authority agree to use their best efforts to execute a long term lease in a form satisfactory to the Authority by October 1, 1984; however not withstanding that if for any reason the lease is not signed by that date through no fault of the parties, the Redevelopers agree by this letter of intent to negotiate in good faith a Management Agreement and a Payment In Lieu of Taxes Agreement in a form satisfactory to the Authority. Said payments are proposed to commence October 1, 1984. This minimum payment will continue and be incorporated in the form of the final lease. It is understood by the Redeveloper that the lease shall contain other provisions regarding the rental in addition to the payment of taxes incorporated in the letter of intent. In addition to these items, the letter of intent will require the Redeveloper to post cash or letter of credit in an amount satisfactory in form and amount to the Authority for the proper and timely completion of the rehabilitation and to further insure the above referenced payments in lieu of taxes.
 - (iii) The redeveloper agrees to submission within one hundred and twenty (120) days in a form satisfactory to the Authority of:
 - (a) Evidence of the availability of necessary equity funds, as needed; and
 - (b) Evidence of firm financial commitments from banks or other lending institutions; and
 - (c) Final Working Drawings and Specifications; and
 - (d) Proposed development and rental schedule

2. That the leasing of Building No. 120 is the appropriate method of making the land available for redevelopment.

3. That the Director is authorized to execute a license with the developer to enter upon this Authority owned property in the Charlestown Navy Yard as the Director determines proper for immediate clean out and making the building whether tight prior to the execution of a formal lease agreement. Said license to include a "Hold Harmless" indemnification of the Authority and such other condition as the Director deems proper and in the best interest of the Authority.

4. That it is the firm intent of the Authority to revoke this designation if the above referred to conditions are not complied with.

5. That the Secretary be and hereby is authorized to publish notices of the proposed transaction in accordance with Section 105 (e) of the Housing act of 1949, as amended including information with respect to the "Redeveloper's Statement for Public Disclosure" (Federal Form H-6004).

BUILDING #120 CHARLESTOWN NAVY YARD MANAGEMENT AGREEMENT SUMMARY

The designated developer and the Boston Redevelopment Authority (BRA) will enter into a Management Agreement containing the conditions of Final Designation. The Management Agreement will be based on the terms and conditions specified below, which will become effective at execution of Management Agreement.

PROPERTY: Building #120 at Charlestown Navy Yard, as designated by Lessor, approximately 16,000 Building GSF

USE: Restaurant and Retail on ground floor, Office on all levels above ground floor

LESSOR: Boston Redevelopment Authority

LESSEE: John Paul Jones, Limited Partnership, a Massachusetts Limited Partnership (the "Developer")

TERM: 65 years

RENEWAL: At the sole option of the BRA

FINAL DESIGNATION: Not more than 180 days from the execution of the Management Agreement, subject to extension by mutual agreement of Lessor and Lessee.

MANAGEMENT AGREEMENT DATE: Effective at execution of Management Agreement

OPTION PAYMENTS AND RENT:

A. Option Payment: \$.35 per GSF per annum payable monthly in advance will commence October 1, 1984 and payable retroactively in a lump sum simultaneous with the execution of the Management Agreement. Option Payment will increase by \$.35 per annum payable monthly in advance at each 3 month interval commencing 3 months from the date of execution of the Management Agreement and will continue until the start of construction.

B. Base Rent During Construction: 50 percent of the operational period Base Rent, or \$.35 per GSF per annum payable monthly in advance, will commence at the start of construction and will continue until the receipt of a certificate of occupancy.

C. Base Rent: \$.70 per GSF per annum payable monthly in advance, will commence one month after receipt of a certificate of occupancy.

D. Percentage Rent: 15 percent of annual net cash flow payable monthly in advance based on a budget prepared annually and submitted to Lessor not less than 60 days prior to the beginning of each fiscal year. Annual net cash flow shall be calculated by subtracting the following items from effective gross income: certified operating

expenses, real estate taxes, Base Rent, and an annual amount equal to 12.5% of certified total project costs, or 10% if IRB financing is utilized. Within 90 days of the end of each fiscal year as further defined in the Lease Lessee shall submit a calculation of Percentage Rent for that year certified by a CPA acceptable to Lessor and shall make a payment or receive a credit of Percentage Rent based on the certified statement. Until the annual Percentage Rent amount is certified, and payments and credits are allocated, the monthly Percentage Rent payment in any fiscal year shall be no less than one-twelfth of the previous fiscal year.

MAINTENANCE
AND
SECURITY FEES:

A. \$.05 per GSF of the improvements to the Property per annum payable on January 1 of each year will commence January 1, 1986 and thereafter will be subject to an escalation formula for the remainder of the lease. All redevelopers within the Historic Monument Area of the Charlestown Navy Yard will be required to contribute this amount to maintain the public areas therein.

B. \$.05 per GSF of the improvements to the Property per annum payable on January 1 of each year for the support of security services in the Navy Yard will commence on January 1, 1986 and will continue until such time as the Authority determines that such security services are no longer necessary. Said fee will be subject to an escalator formula for the remainder of the lease.

CHARLESTOWN
NEIGHBORHOOD
CONTRIBUTION:

\$.50 per GSF of the improvements to the Property, one-half of the amount payable simultaneous with the Management Agreement Date, and one-half payable upon receipt of a Certificate of Occupancy. All redevelopers within the Historic Monument Area of the Charlestown Navy Yard will be required to contribute this amount for community and social activities. Contributions will be distributed in concurrence with the Charlestown Advisory Committee.

DESIGN
GUIDELINES
AND
REVIEW:

A. Lessee must adhere to the Design Guidelines issued May 1977.

B. Lessee must adhere to BRA Design Review Procedures dated January 1984.

C. Lessee must adhere to the BRA Harbor Park Plan, to the extent applicable

D. Lessee acknowledges Design Review Procedures will encompass BRA approval of both exterior and interior building design.

PARKING
PROVISION:

The BRA acknowledges that the structure known as Building 199 in the Charlestown Navy Yard is proposed to be developed as a parking facility by another redeveloper. Such facility, when and if completed, will contain at least five hundred (500) spaces which will be available for use by persons other than the tenants of Building 149 and employees, visitors and agents of said tenants. Of the five hundred (500) spaces, the Developer will be entitled to its pro rata share of such spaces based upon the gross square footage of the improvements on the Site, subject to the parking charges established by the owner or operator of Building 199.

SUBORDINATION: Lessor's fee interest in the Property will not be subordinated. Lessor's Base Rent will not be subordinated. Percentage Rent will not be subordinated. In the event of a foreclosure, the Lessor may defer Percentage Rent for a period of time sufficient to allow lender to cure.

FINANCING: Any initial permanent financing may not exceed certified total project costs.

REFINANCING: Lessor will receive as Additional Rent 15% of net refinancing proceeds upon refinancing.

SALE: Lessor will receive as Additional Rent 15% of net sales proceeds upon sale.

ALIENATION: Lessee may not dispose of its interest in the project for five years after issuance of a final certificate of occupancy. Thereafter, Lessee may not dispose of its interest in the project without the written consent of Lessor, such consent not to be unreasonably withheld.

ESTOPPEL
CERTIFICATE: Lessor agrees to provide any lender that notifies the Lessor of its mortgage interest with an Estoppel Certificate granting such lender notice of default and right to cure as may reasonably be required.

CONSTRUCTION
OF
IMPROVEMENTS: Lessee must make improvements on the Property in accordance with plans and specifications approved by Lessor as part of Lessee's Final Designation within 12 months of such Designation.

BOOKS AND
RECORDS: Lessee must provide Lessor with a statement of project costs computed in accordance with the Lease, certified by a CPA, and approved by the Lessor, within 120 days of issuance of a final certificate of occupancy. Lessor will use industry standards as a guide to Lessor's approval.

In addition to the reports required for the Percentage Rent calculation, Lessee must provide Lessor with a statement of operation certified by a CPA, and approved by the Lessor, within 90 days of the close of each year as defined in the Lease. Lessor will use industry standards as a guide to Lessor's approval.

AFFIRMATIVE
ACTION: Lessee must comply with applicable Executive Orders and or ordinances, as determined by the BRA concerning affirmative action goals for construction employment, permanent employment and minority business contracting. The Lessor will assist the Lessee in meeting these goals.

REAL ESTATE
TAXES: The Property will be fully taxable by the Assessor of the City of Boston at applicable rates.

LIABILITY: Lessor and the City of Boston will not incur any expenses in the development of the Property. The Property will be leased in an "as is" condition. Lessee will pay for the cost of any utility relocation not paid by any utility company.

THE DESIGN REVIEW PROCEDURE FOR
DEVELOPER'S ARCHITECTURAL SUBMISSIONS
TO THE
BOSTON REDEVELOPMENT AUTHORITY

DESIGN REVIEW PROCEDURES

CITY OF BOSTON

Raymond L. Flynn, Mayor

BOSTON REDEVELOPMENT AUTHORITY

Robert L. Farrell, Chairman

Joseph J. Walsh, Vice-Chairman

James K. Flaherty, Treasurer

Clarence J. Jones, Vice-Treasurer

William A. McDermott, Jr., Member

Kane Simonian, Secretary

Robert J. Ryan, Director

BOSTON REDEVELOPMENT AUTHORITY DESIGN REVIEW PROCEDURE

All development proposals submitted to the Boston Redevelopment Authority will be subject to design review and approval. Required submissions shall be made at four stages of project design and construction: Schematic Design, Design Development, Contract Documents, and Construction Inspection. Submissions shall include the materials described herein, except that for projects of limited size, scope and impact on their surroundings, certain of the required materials may be waived by the Authority. This determination will be made at the start of each stage of the Design Review Procedure.

In addition to the four-stage Design Review Procedure, other reviews at the request of either the developer or the Authority are encouraged. It is also expected that reasonable requests for progress prints and other materials in addition to those required herein will be met at any time.

Review of Stages 2, 3 and 4 will be limited to consideration of design refinements, new elements not present in previous submissions, and conformity with previously approved submissions.

NOTE: In addition to design review and approval, projects under consideration by the Boston Redevelopment Authority are usually required to submit documentation of developer experience, financial information including pro-formas and any other information deemed appropriate by the Authority.

DESCRIPTION OF SUBMISSION REQUIREMENTS

All drawings shall be clearly identified and shall include north arrow and graphic scale.

For each submission stage, in addition to full-size scale drawings, please provide three copies of a bound booklet containing all submission materials at a reduced size.

I. SCHEMATIC DESIGN

The intent of this review is to secure agreement on the basic design concept. The following materials are required:

- A. Written description of the project including all program elements and space allocation for each element; zoning requirements and preliminary zoning calculations.
- B. Neighborhood plan and sections at an appropriate scale (1" = 50' or larger) showing relationships of the proposal to the neighborhood's massing, building height, scaling elements, open space, major topographic features, pedestrian and vehicular circulation, and land use; black and white 8" x 10" photographs of the site and neighborhood.
- C. Site plan at an appropriate scale (1" = 20' or larger) showing:
 - 1. General relationships of proposed and existing adjacent buildings and open space. Open spaces defined by buildings on adjacent parcels and across streets shall be included.
 - 2. General location of pedestrian ways, driveways, parking, service areas, streets, and major landscape features.
 - 3. Pedestrian and vehicular (including service) access and flow through the parcel and to adjacent areas.
 - 4. Survey information, such as existing elevations, benchmarks, utilities, etc.
 - 5. Current ownership (including purchase options) of all portions of the development site.
 - 6. Phasing possibilities, if any.
 - 7. Construction limits, if applicable.
- D. Site sections (1" = 20' or larger) showing relationships to adjacent buildings and spaces.
- E. Schematic building plans showing ground floor and typical upper floor(s).

- F. Massing model at 1" = 100' for use in the Authority's downtown cityscape model.
- G. Shadow studies showing the effects of the proposed massing on the surrounding area with particular attention to nearby public spaces including sidewalks, parks, and plazas.

Submission of site plan and massing options, as well as other sketches and diagrams which will help clarify design issues and the proposed solution is encouraged. After review and agreement on the program, site plan and massing, the following materials are required:

- H. Building and site improvement plans, elevations in the context of the surrounding area, and sections showing organization of functions and spaces, all at an appropriate scale (e.g., 1" = 8'). These drawings shall describe architectural massing, facade design, and proposed materials.
- I. Site model at an appropriate scale (1" = 20' or larger). All nearby buildings and streets should be included to illustrate the relationship of proportions, materials and facade treatment to the surrounding buildings.
- J. Wind impact studies at pedestrian levels describing the effect of the project on the surrounding area with particular attention to nearby public spaces including sidewalks, parks, and plazas.
- K. Estimated construction schedule for the project.
- L. Eye-level perspective showing the proposal in context of the surrounding area.
- M. Proposed schedule for submission of Design Development materials.

Upon approval by the Authority of the SCHEMATIC DESIGN, the following submission is required:

II. DESIGN DEVELOPMENT

The intent of this review is to secure agreement on the final design prior to detailed work on Contract Documents. The following materials are required:

- A. Written description of the project (including all program elements and space allocation for each element) and zoning calculations.
- B. Site plan at an appropriate scale (e.g., 1" = 16' or as determined after approval of SCHEMATIC DESIGN) showing:
 - 1. Relationship of proposed building and open space to existing adjacent buildings, open spaces, streets, and buildings and open spaces across streets.

2. Proposed site improvements and amenities including paving, landscaping, lighting and street furniture.
 3. Building and site dimensions, including setbacks and other dimensions subject to zoning requirements.
 4. Any site improvements or areas proposed to be developed by some other party (including identification of responsible party).
 5. Proposed site grading, including typical existing and proposed grades at parcel lines.
- C. Site sections at an appropriate scale (e.g., 1" = 16' or as determined after approval of SCHEMATIC DESIGN).
- D. Building plans (including preliminary structural and mechanical drawings), sections and elevations at an appropriate scale (e.g., 1" = 8') developed from approved schematic design drawings. Elevations shall show the project in the context of the surrounding area as required by the Authority to illustrate relationships of character, scale and materials. All plans, sections and elevations shall reflect the impact of proposed structural and mechanical systems on the appearance of exterior facades, interior public spaces, and roofscape.
- E. Large-scale (e.g., 3/4" = 1'-0") typical exterior wall sections, elevations and details sufficient to describe specific architectural components and methods of their assembly.
- F. Outline Specifications of all materials for site improvements, exterior facades, roofscape, and interior public spaces.
- G. Study model at an appropriate scale (e.g., 1" = 16', or as determined after approval of SCHEMATIC DESIGN) showing refinements of facade design.
- H. Eye-level perspective drawings showing the project in the context of the surrounding area.
- I. Proposed schedule for submission of Contract Documents.

Upon approval by the Authority of the DESIGN DEVELOPMENT, the following submission is required:

III. CONTRACT DOCUMENTS

The intent of this review is to secure agreement on the detailed design of the proposal. The following materials are required:

- A. Written description of the project, (including all program elements and space allocation for each element) and zoning calculations.
- B. Site plan showing all site development and landscape details for lighting, paving, planting, street furniture, utilities, grading, drainage, access, service, and parking.
- C. Complete architectural and engineering Drawings and Specifications.
- D. Full-size assemblies (at the project site) of exterior materials and details of construction.
- E. Eye-level perspective drawings or presentation model that accurately represents the project, and a rendered site plan showing all adjacent existing and proposed structures, streets and site improvements.
- F. Site and building plan at 1" = 100' for Authority use in updating its 1" = 100' Photogrammetric Map Sheets.
- G. Construction schedule for the project.

During preparation of the Contract Documents, it is the developer's responsibility to notify the Authority, promptly and secure its approval of all changes from the approved Design Development Drawings that are contemplated for site improvements, exterior facades, roofscape and interior public spaces. Progress Drawings representing 50% completion of the Contract Documents may be required for review by the Authority.

Upon approval by the Authority of the CONTRACT DOCUMENTS, the following submissions are required:

IV. CONSTRUCTION INSPECTION

- A. All Contract Addenda, Change Orders, and other modifications and revisions of approved Contract Documents which affect site improvements, exterior facades, roofscape, and interior public spaces.
- B. Shop drawings of architectural components which differ from, or were not fully described in Contract Documents.

Site visits will be conducted to insure construction of the project in accordance the approved Contract Documents.

LICENSE AGREEMENT
BUILDING 120
CHARLESTOWN NAVY YARD

LICENSE made this day of , 1985 by and between the Boston Redevelopment Authority, a public body, politic and corporate, created and existing pursuant to Chapter 121B of the Massachusetts General Laws (Ter. Ed.), as amended, (the "Authority") and John Paul Jones Limited Partnership (the "Licensee"), a Massachusetts limited partnership.

WHEREAS, the Licensee is the partnership formed by the tentatively designated redeveloper of the Authority's development parcel known as Building 120 of the Charlestown Navy Yard (the "Premises") in the Charlestown Urban Renewal Area, being the premises shown on a plan entitled "Lease Plan of Land in Charlestown, Mass.", prepared by _____, dated _____; and

WHEREAS, in furtherance of its development the Licensee desires to gain access to the Premises to begin demolition of certain interior portions of the building on the Premises as set forth on the plans entitled "Building 120", prepared by the Vitetta Group, project architect, scale: 1/16"=1', dated _____ ("Demolition Plans"), and in furtherance of the design thereof;

NOW, THEREFORE, in consideration of the mutual promises hereinafter contained, the Authority hereby authorizes and permits the Licensee, its agents, employees, contractors and subcontractors, to enter upon the Premises to undertake such demolition in accordance with the Demolition Plans, and to erect and maintain a sign announcing Licensee's development. The design of and the date of installation of any such sign shall be subject to the Authority's review and approval.

This License is subject to the following terms and conditions:

1. The rights conferred by this License shall commence on the date hereof and shall continue for so long as Licensee shall continue to be the tentatively or finally designated redeveloper of the Premises.

2. In the conduct of the activities authorized by this License, the Licensee shall adhere to provisions of all applicable codes, regulations and ordinances of the City of Boston and the Commonwealth of Massachusetts.

3. The Licensee acknowledges that there are users and occupants of other buildings and parcels within the Charlestown Navy Yard. Licensee shall therefore suitably fence or otherwise barricade any demolition activities conducted on the Premises which, if not so protected, would pose a safety hazard to users of other buildings and parcels within the Charlestown Navy Yard.

4. Licensee agrees that the demolition activity shall be at the sole risk of the Licensee with respect to cost of corrective or additional work which may be required in order to conform to the work described in the approved Contract Documents, as set forth in the Management Agreement referred to in Paragraph 8 hereof. The Licensee agrees to pay, indemnify and save harmless the Authority from all suits, actions, claims, demands, damages or losses, expenses and/or costs of every kind and description to which the Authority may be subjected or put by reason of injury (including death) to persons or property resulting from, in connection with, or growing out of any act of commission or omission of the Licensee, its agents, servants, employees, visitors, guests or any person or corporation dealing with the Licensee in any way in the occupancy and the use of the Premises. The Authority shall give notice of any such suits, actions, claims, demands, damages, losses, expenses,

or costs to the Licensee forthwith, and the Authority shall not object to the intervention of the Licensee in any suit arising out of such claims, demands, losses, expenses or costs.

5. The Licensee shall carry or require that there be carried Workmen's Compensation Insurance for all of its employees and those of its contractors and subcontractors engaged in work on the Premises, in accordance with applicable Workmen's Compensation laws.

The Licensee shall carry or require that there be carried General Public Liability Insurance with bodily injury limits of not less than \$1,000,000 for injury to or death of one person, and with such limits of not less than \$3,000,000 for injury to or death of more than one person, due to accidents which may occur or result from activities under this License. Such insurance shall cover the use of all equipment, hoists and motor vehicles on the site or hauling materials or debris from the site. The Licensee shall further carry Property Damage Insurance with limits of liability of not less than \$1,000,000 for each accident for accidents which might arise from activities under this License. The Authority shall be named as co-insured on all insurance required hereunder. The Licensee agrees to furnish to the Authority proof of such insurance prior to entering the Premises.

6. The Authority shall not be bound to reimburse the Licensee, its agents, employees, contractors and/or subcontractors for any funds expended on the work authorized hereunder.

7. The Licensee shall, if the work herein permitted requires occupancy of a public street or alley, obtain the required permit from the City of Boston before proceeding with such work.

8. The Licensee shall pay to the Authority upon the execution of the License Agreement a monthly rent in an amount equal to fifty (50%) percent of

the monthly base rent specified in the Transaction Documents, payable in advance and prorated if the License Agreement is executed on a day other than the first day of the month. The term "Transaction Documents" referenced herein refer to those certain documents attached to and made a part of the Management Agreement between the Boston Redevelopment Authority and the John Paul Jones Limited Partnership dated _____. Notwithstanding the provisions of the Management Agreement summary which specifies that the fifty (50%) percent rental payment be made commencing with the start of construction, the rental payment set forth herein shall commence upon the execution of this License Agreement.

9. All rubbish and debris caused by the activities permitted herein shall be removed by the Licensee at its expense.

IN WITNESS WHEREOF, the parties hereto have caused this License in four counterparts to be signed, sealed and delivered by their duly authorized officers, respectively as of the day and date first above written.

Signed, sealed and delivered
in the presence of:

BOSTON REDEVELOPMENT AUTHORITY

By: _____
Stephen Coyle, Director

JOHN PAUL JONES LIMITED PARTNERSHIP

By: _____

Approved as to form:

Chief General Counsel
Boston Redevelopment Authority

MEMORANDUM

May 9, 1985

TO: Boston Redevelopment Authority and
Stephen Coyle, Director

FROM: James F. English, Project Coordinator

SUBJECT: Charlestown Navy Yard
Authorization to Execute Management
Agreement for Building 120

As you are aware, on July 12, 1984, the Boston Redevelopment Authority granted a Tentative Designation to Mr. Tom Moloney and Mr. Geoffrey Upward, now d/b/a The John Paul Jones Limited Partnership, as redevelopers of Building 120 at the Charlestown Navy Yard. The General Partners, the Limited Partners and the composition of the development team on this project are set forth in the attached Disclosure Statement. The developers' proposal calls for the renovation of this building into approximately 11,000 square feet of restaurant space and 5,000 square feet of office space at a total development cost of 1.6 million dollars.

The terms of the Tentative Designation called for the execution of a Management Agreement between the Authority and the Developer which would require the developer to make payments to the Authority for the property until such time as a Final Designation is made and a lease for the property is executed. The terms of this Management Agreement require the developer to make option payments to the Authority retroactively to October 1, 1984. The Agreement also mandates a 100% increase in the amount of the option payment at each three month interval from the date of the execution of this Agreement in order to insure a timely construction start by the developer.

The execution of this agreement will enable the developer to finalize financing arrangements for the building while at the same time generating revenue to the Authority, the amount of which will increase at predetermined levels until a construction start is made. It is recommended, therefore, that the Director be authorized to execute a Management Agreement with the John Paul Jones Limited Partnership with regard to Building 120, substantially in the form attached hereto.

Additionally, in order to expedite the approval processes and the site preparations for this project, it is recommended that the Director be authorized to issue a License for Early Entry and that the Director be authorized to permit the developer to apply for and secure any building permits and zoning variances as required, on behalf of the Authority.

An appropriate vote follows:

VOTED: That the Director be, and hereby is authorized to execute a Management Agreement, substantially in the form attached, with the John Paul Jones Limited Partnership for the redevelopment of Building 120 at the Charlestown Navy Yard. And further, that the Director be and hereby is authorized to execute a License for Early Entry and further, that the Director be and hereby is authorized to permit the developer to apply, on behalf of the Authority, for any and all required building permits and/or zoning variances for the project.

MORGAN ASSOCIATES, LTD.

REAL PROPERTY DEVELOPMENT

April 29, 1985

Mr. James English
Boston Redevelopment Authority
Boston City Hall
One City Hall Square
Boston, MA 02201

Dear Mr. English:

In compliance with your request of April 12, 1985, the General Partners of the John Paul Jones Limited Partnership have asked me to supply you with the following information.

Disclosure Statement
Required by Section 40J, Chapter 7 of the General Laws
(Chapter 579 of The Acts of 1980)

1. Location. Building #120, Charlestown Navy Yard
2. Grantor. City of Boston and Boston Redevelopment Authority
3. Grantee. John Paul Jones Limited Partnership

I hereby state, under the penalties of perjury, that the true names and addresses of all persons who have a direct or indirect beneficial interest in John Paul Jones Limited Partnership are listed below in compliance with the provisions of Section 40J Chapter 7 of the General Laws.

NAME AND RESIDENCE ADDRESS OF ALL PERSONS WITH SUCH INTEREST:

(See attached list.)

BOSTON, MASSACHUSETTS · BIRMINGHAM, MICHIGAN

Four Longfellow Place, Suite 3602, Boston, MA 02114 [617] 523-7272

The undersigned also acknowledges and states that none of the above individuals is an official elected to public office in The Commonwealth of Massachusetts nor is an employee of the Division of Capital Planning and Operations of The Commonwealth.

This statement is made by John Paul Jones Limited Partnership, and no partner thereof (or partner of any partner) shall be personally liable hereunder.

Signed under the penalties of perjury.

JOHN PAUL JONES LIMITED PARTNERSHIP

By:

Dennis J. Morgan

Dennis J. Morgan
for Geoffrey C. Upward and
Morgan Associates Managing General
Partner

Date:

April 29, 1985

The development team put together by the John Paul Jones Limited Partnership is as follows:

LEGAL:	Warner & Stackpole	Boston, MA
HISTORICAL:	Boston Affiliates	Boston, MA
FINANCIAL:	Peat, Marwick & Mitchell	Boston, MA
SYNDICATORS:	Boston Bay Capital, Inc.	Boston, MA
COMMERCIAL BROKERS:	The Peregrine White Co.	Boston, MA
ARCHITECT:	The Vitetta Group	Boston, MA
CONSTRUCTION:	E.B. Construction	Newton, MA

The individuals and entities who intend to have direct financial interest and their percentage interest in this project are as follows:

- LIMITED PARTNERS 97%
 - Harold Basser Lexington, MA
 - Ercolini & Collins (Boston based CPA Firm - also principal tenant)
- GENERAL PARTNERS 2.5%
 - Geoffrey Upward Morgan Associates, Ltd. (Boston based firm)
- SPECIAL LIMITED PARTNERS .5%
 - To be determined

